Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

### Filing at a Glance

Company: 5 Star Life Insurance Company

Product Name: Group Life - Critical Illness SERFF Tr Num: FIVE-125863575 State: ArkansasLH TOI: H07G Group Health - Specified Disease - SERFF Status: Closed State Tr Num: 40614

Limited Benefit

Sub-TOI: H07G.001 Critical Illness Co Tr Num: 1008 State Status: Approved-Closed Filing Type: Form Co Status: Reviewer(s): Rosalind Minor Authors: Mildred Hunt, Glenn Jones Disposition Date: 10/31/2008

Date Submitted: 10/17/2008 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

### **General Information**

Project Name: Status of Filing in Domicile: Pending

Project Number: Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Large

Overall Rate Impact: Group Market Type: Association

Filing Status Changed: 10/31/2008

State Status Changed: 10/31/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

CIGROUPPOL R 1008AR: Group Critical Illness Employer Master Policy

CICERT R 1008AR: Employee Critical Illness Certificate

GROUPAPP R 1008: Employer Application for Group Insurance

CI EMP App R1008: Application for Critical Illness Insurance - Employee

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

### **Company and Contact**

### **Filing Contact Information**

Mildred Hunt, Compliance Manager mhunt@afba.com

909 North Washington Street (703) 706-5975 [Phone] Alexandria, VA 22314 (703) 224-0214[FAX]

**Filing Company Information** 

5 Star Life Insurance Company CoCode: 77879 State of Domicile: Louisiana
909 North Washington Street Group Code: 77879 Company Type: Life Iinsurance

Company

Alexandria, VA 22314 Group Name: NAIC State ID Number:

(703) 706-5975 ext. [Phone] FEIN Number: 54-1829709

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### **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: Per submission:  $1 \times $50.00 = $50.00$ 

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

5 Star Life Insurance Company \$50.00 10/17/2008 23263285

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

# **Correspondence Summary**

### **Dispositions**

Status Created By Created On Date Submitted

Approved- Rosalind Minor 10/31/2008 10/31/2008

Closed

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Rosalind Minor 10/24/2008 10/24/2008 Mildred Hunt 10/30/2008 10/30/2008

Industry Response

Amendments

Item Schedule Created By Created On Date Submitted

Cover Letter Supporting Document Mildred Hunt 10/17/2008 10/17/2008

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number: /

### **Disposition**

Disposition Date: 10/31/2008

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form (revised)	Group Specified Critical Illness Employe Master Policy	r Approved-Closed	Yes
Form	Group Specified Critical Illness Employe Master Policy	r Replaced	Yes
Form (revised)	Employee Critical Illness Certificate	Approved-Closed	Yes
Form	Employee Critical Illness Certificate	Replaced	Yes
Form	Application for Critical Illness Insurance Employee	- Approved-Closed	Yes
Form	Employer Application for Group Insurance	ceApproved-Closed	Yes

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

### **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 10/24/2008 Submitted Date 10/24/2008

Respond By Date Dear Mildred Hunt,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Specified Critical Illness Employer Master Policy (Form)
- Employee Critical Illness Certificate (Form)

Comment: Coverage for a handicapped dependent must continue as outlined under ACA 23-86-108(4). There can be no time limit set for furnishing proof of incapacity. Also rever to Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 10/30/2008 Submitted Date 10/30/2008

Dear Rosalind Minor,

#### **Comments:**

### Response 1

Comments: Ms. Minor

Attached is a revised policy and certificate.

If additional information is required, please do not hesitate to contact me.

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number: /

Sincerely yours,

### Mildred E. Hunt

Compliance Manager

### **Related Objection 1**

### Applies To:

- Group Specified Critical Illness Employer Master Policy (Form)
- Employee Critical Illness Certificate (Form)

### Comment:

Coverage for a handicapped dependent must continue as outlined under ACA 23-86-108(4). There can be no time limit set for furnishing proof of incapacity. Also rever to Bulletin 14-81.

### **Changed Items:**

### **Supporting Document Schedule Item Changes**

Satisfied -Name: Cover Letter

Comment:

### Form Schedule Item Changes

Form Name	Form	Edition	Form Type	Action	Action	Readability	Attach
	Number	Date			Specific	Score	Document
					Data		
Group Specified Critica	al CIGROUF	<b>)</b>	Policy/Contract/Fraternal	Initial			CIGROUP
Illness Employer	POL R		Certificate				POL R
Master Policy	1008AR						1008
							AR.pdf
Previous Version							
Group Specified Critica	al CIGROUI	D	Policy/Contract/Fraternal	Initial			CIGROUP
Illness Employer	POL R		Certificate				POL R
Master Policy	1008AR						1008AR.p
							df
Employee Critical	CICERT F	₹	Certificate	Initial			CICERT R
Illness Certificate	1008AR						1008AR.p
							df

#### **Previous Version**

SERFF Tracking Number: FIVE-125863575 State: Arkansas

Filing Company: 5 Star Life Insurance Company State Tracking Number: 40614

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

Employee Critical CICERT R Certificate Initial CICERT R

Illness Certificate 1008AR 1008AR.p

df

SERFF Tracking Number: FIVE-125863575 State: Arkansas 5 Star Life Insurance Company 40614

Filing Company:

State Tracking Number:

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease -Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

No Rate/Rule Schedule items changed.

Sincerely,

Glenn Jones, Mildred Hunt

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number: /

**Amendment Letter** 

Amendment Date:

Submitted Date: 10/17/2008

Comments:

Dear Sir/Madam

Please find attached a Cover Letter of explanation. It was inadvertently left out.

Sincerely,

Mildred E. Hunt

Compliance Manager

**Changed Items:** 

**Supporting Document Schedule Item Changes:** 

User Added -Name: Cover Letter

Comment:

ARKANSAS Cover Letter.pdf

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number: /

### **Form Schedule**

Lead Form Number: CIGROUPPOL R 1008AR

Review	Form	Form Type	Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Status	Number				Data		
Approved-	CIGROUP	Policy/Con	t Group Specified	Initial			CIGROUPPO
Closed	POL R	ract/Fraterr	n Critical Illness				L R 1008
	1008AR	al	Employer Master				AR.pdf
		Certificate	Policy				
Approved-	CICERT R	Certificate	Employee Critical	Initial			CICERT R
Closed	1008AR		Illness Certificate				1008AR.pdf
Approved-	CIEMP App	o Application	/Application for	Initial			CI EMP App
Closed	R1008	Enrollment	Critical Illness				R1008
		Form	Insurance -				(Generic).pdf
			Employee				
Approved-	GROUPAP	Application	/Employer Application	n Initial			GROUPAPP
Closed	P R 1008	Enrollment	for Group Insurance				R 1008
		Form					(Generic).pdf

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

Attachment "CIGROUPPOL R 1008 AR.pdf" is larger than 3MB and cannot be reproduced here.



Administrative Offices: [421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com]

### CRITICAL ILLNESS CERTIFICATE OF INSURANCE

#### IMPORTANT NOTICE

The premium paid, the completed application and our reliance on the answers to the application questions have put this certificate in force as of the Certificate Effective Date. That date is shown on the certificate schedule. A copy of the application is attached.

#### 30-DAY RIGHT TO EXAMINE CERTIFICATE

If, for any reason, the Covered Employee is not satisfied with this certificate, he or she may return it to Us or our agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The certificate will then be considered void and never to have been issued.

5Star Life Insurance Company certifies that, subject to the terms of the Group Master Policy issued to [EMPLOYER NAME] (referred to as the Policyholder), the Covered Employee named in the Coverage Schedule (referred to as "You," "Your" and "Yours") is provided with the benefits described in this Certificate. The insurance coverage takes effect at 12:01 A.M. Standard Time on the Effective Date shown in the Coverage Schedule.

In this Certificate 5Star Life Insurance Company will be called "We," "Our" or "Us." This Certificate summarizes certain provisions of the Group Policy. All coverages and provisions are subject to those in the Group Policy issued to the Policyholder.

# ANNUALLY RENEWABLE UNTIL FULL COVERED EMPLOYEE MAXIMUM BENEFIT AMOUNT PAID

This certificate is annually renewable until the full Primary Insured Maximum Benefit Amount has been paid. To continue this certificate, the Covered Employee must make sure the premiums are paid when they are due.

This a Critical Illness only Certificate and it does not pay benefits for loss from any other cause.

READ YOUR CERTIFICATE CAREFULLY

Our Secretary and our President witness this Certificate

Secretary

Maureen B. Ellner

President

Graig S. Pries

BENEFITS ARE PAYABLE UNDER THIS CERTIFICATE FOR FIRST OCCURRENCE OF A CRITICAL ILLNESS AS DEFINED IN THE GROUP MASTER POLICY.

For Customer Service or Claims Questions Call 1-866-863-9753

### CERTIFICATE SCHEDULE

CERTIFICATE NUMBER

EFFECTIVE DATE

CIXXXXXXXXXX

[August 28, 2008

INITIAL PREMIUM

PREMIUM MODE

\$0,000.00

{check matic}

CERTIFICATE OWNER

[Stewart C. Trump]

### CRITICAL ILLNESS BENFITS ARE PAYABLE AS SHOWN BELOW

COVERED EMPLOYEE

BENEFIT AMOUNT: {\$30,000\*\*}

**SPOUSE** 

BENEFIT AMOUNT: {\$25,000\*\*}

DEPENDENT CHILD

BENEFIT AMOUNT: \$3,000

WHO'S INSURED

COVERED EMPLOYEE:

SPOUSE:

DEP CHILDREN:

Stewart C. Trump

Ivana Q. Trump

Hubert Trump, Biff Trump

Reduced Benefit Period - If the Covered Condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 30 days, beginning on the Certificate Effective Date. If such Covered Condition Occurs and is diagnosed during the first 30 days of coverage after the effective date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the benefit for Category 2 will be considered fully paid.

<sup>\*</sup>Renewal Premiums Are Subject to Change

<sup>\*\*</sup>This Amount Reduces by 50% at Covered Employee's Age 65 or, if coverage was issued after Age 60, upon the five-year anniversary of the Certificate Date.

### **Covered Benefits**

### Category 1 - Covered Conditions

### Percent of Initial Benefit Amount

Heart Attack	100%	
Stroke	100%	
Major Organ Transplant - Heart or combination transplant including Heart	100%	
Coronary Bypass Surgery	25%	
Angioplasty	25%	
Category 2 – Covered Conditions		
Invasive Cancer (Diagnosis more than 30 days after effective date of coverage)	100%	
Invasive Cancer (Diagnosis during the first 30 days of in force coverage)	10%	
Cancer In Situ (Diagnosis more than 30 days after effective date of coverage)	25%	
Cancer In Situ (Diagnosis during the first 30 days of in force coverage)	2.5%	
Category 3 – Covered Conditions		
Major Organ Transplant and annual in Gata 1	1000/	

Major Organ Transplant - not covered in Category 1	100%
End-Stage Renal Failure	100%
Advanced Alzheimer's disease	100%
Paralysis	100%
Occupational HIV Infection	100%

The Critical Illness Benefit will be paid only if a Covered Condition First Occurs and is diagnosed after the effective date of coverage, except for the Covered Condition Diagnosis of Invasive and In Situ Cancer, as stated in the Policy Schedule above and this Policy below.

#### Reduction Formula:

The amount of Critical Illness Insurance applicable to each Covered Person will reduce to 50% at age 65 for Employee and Spouse coverage, if applicable.

If a Covered Person is age 60 or older on the Certificate Effective Date, his Benefit Amount will be reduced by 50% on the fifth anniversary of the Certificate Effective Date., and in all other cases, the Benefit Amount will be reduced by 50% when the Covered Person reaches age 65 (collectively a "Benefit Reduction Due to Age").

### DEFINITIONS

Actively at Work - means that Employees:

- 1. are present at the Employer's place of business or another work site (other than the Employee's home) designated by the Employer; and
- are performing the material and substantial duties of their jobs.

On any day that is not an Employee's regularly scheduled work day (i.e., vacation, holiday or weekend), Employees are considered Actively At Work if they:

- a) are not hospital confined; and
- b) are not disabled due to Injury or Sickness; and
- c) were Actively At Work on their last scheduled work day.

Employees who usually perform the regular duties of their jobs at their homes are considered Actively At Work if they meet all the above requirements and could work at the Employer's usual place of business if required to do so.

Age - The attained age as of the last birthday.

**Enrollment Application** – The written form(s) provided by Us that the Employee uses to apply for this coverage, including any amendments and supplemental application(s) thereto, and any application(s) for a Certificate change or reinstatement.

Benefit Payment - The percentage of the Current Benefit Amount applicable for that condition if the claim is payable.

Clinical Diagnosis – A Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

a) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;

b) there is medical evidence to support the Diagnosis; and

c) a Physician is treating the Insured for Invasive Cancer and/or Cancer In Situ.

Covered Dependent - an eligible dependent whose coverage under this certificate is in effect. It does not include a dependent whose coverage has ended for any reason.

Covered Employee - an active, [full or part-time] employee whose coverage under this certificate is in effect. It does not include an employee whose coverage has ended for any reason.

**Covered Spouse** - an eligible spouse [or Domestic Partner] whose coverage under this certificate is in effect. It does not include a spouse [or Domestic Partner] whose coverage has ended for any reason.

Current Benefit Amount – The amount of Critical Illness Insurance used to calculate benefits. At issue, equal to the Initial Benefit Amount. It is reduced for each category at Age 65 (or 5 years after issue, if Insured is Age 60 or older on Certificate Effective date) to 50% of the Benefit Available for each Covered Condition.

**Date of Diagnosis** - The date the Diagnosis is established by a Legally Qualified Physician, who is a board certified specialist where required under this Policy, through the use of clinical and/or laboratory findings as supported by the Insured's medical records. For a Procedure, it is the date the Insured undergoes the Procedure.

**Dependent** - (a) an employee's spouse; and (b) an employee's unmarried child with an issue age of less than 18 years old who is wholly dependent upon the employee for support. Dependent children shall include step children and adopted children, and shall also include children for whom the employee has legal custody. "Dependent" does not include a person who is: (a) an eligible employee, or (b) a member of the armed forces. The insured child's benefit amount is shown on the Schedule of Benefits, and covers each insured child named on the Employee's application. Each insured child will have coverage until his 26<sup>th</sup> birthday.

**Dependent Coverage** - coverage of a covered employee with respect to his dependents.

**Diagnosis** – The definitive establishment of the Covered Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this Policy.

### [Domestic Partner - Someone who:

- (a) shares the Employee's regular and permanent residence and has for at least six (6) months; and
- (b) has a close personal relationship with the Employee in lieu of a lawful marriage; and
- (c) has agreed to be jointly responsible with the Employee during the domestic partnership for the cost of food, shelter and any other expenses of the common household; and
- (d) is not married to anyone; and

(e) is eighteen (18) years of age or older; and

(f) is not related to the Employee by blood closer than would bar marriage; and

(g) was mentally competent to consent to a contract when the domestic partnership began; and

(h) is the Employee's sole Domestic Partner and is responsible with the Employee for their common welfare.]

Eligible Dependent - a dependent of an employee who is eligible for coverage.

Eligibility Waiting Period - a period of active, full-time employment the employee must satisfy before becoming eligible for coverage under this Policy. For the purposes of this Policy, the eligibility waiting period is shown on the Group Application.

Employee - an employee of the Policyholder who is eligible for coverage.

Employee Coverage - coverage of a covered employee with respect to himself.

Family Member – The term "Family Member" shall mean the Insured's spouse [or Domestic Partner] and anyone who is related to the Insured or Insured's spouse by the following degree of blood, marriage, adoption or operation of law: parents, grandparents, brothers, sisters, children, grandchildren, aunts, uncles, nephews and nieces.

First Occur(s)/First-Ever Diagnosis or Procedure – This Occurrence, Diagnosis or Procedure is the first time ever in the Insured's lifetime that he or she has experienced such Covered Condition, been diagnosed with that specific condition included as a Covered Condition, or undergone that specific Procedure included as a Covered Condition.

Full Time Employee - Full-time means, for an Employee, a work week of at least [forty (40)] hours. For Employees whose work weeks vary above and below this number, We will determine eligibility by averaging the hours worked in the ninety (90) day period immediately prior to the claim event.

Initial Benefit Amount – The amount of Critical Illness Insurance coverage requested by the Insured, which We subsequently approved for the Insured.

Insured – The person(s) covered under this certificate.

Issue Age – The Insured's Age at the time of application for these critical illness insurance benefits..

Maximum Benefit Amount – The eligible total of Benefit Payments for all Covered Conditions as stated in the Policy, including all components of the Multiple Payment Benefit provision.

Occur(s)/Occurrence(s) – An event or incident that: (1) occurs after the date coverage on an Insured becomes effective under this Policy; (2) occurs while the Policy is in force; and (3) is not precluded by any specific description or exclusion stated in this Policy.

Part-Time Employee – Part-Time means, for an Employee, a work week of at least [thirty (30)] hours but less than [forty (40)]. For Employees whose work weeks vary above and below this number, We will determine eligibility by averaging the hours worked in the ninety (90) day period immediately prior to the claim event.

Pathological Diagnosis – A Diagnosis of Invasive Cancer or Cancer In Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

Physician – A person other than the Insured or the Owner; a Family Member of the Insured or the Owner; a member of the same household; or a business partner or associate of the Insured, Owner or Family Member; who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The Physician must be providing services within the scope of his or her license issued by the jurisdiction in which such person's services are rendered. Such jurisdiction must be within the United States of America. The Physician must be a board certified specialist where required under this Policy.

**Policy** – The written statement of this contract effecting Critical Illness Insurance, including all clauses, riders, endorsements, applications, or other attached papers. This insurance Policy is a binding contract, issued by Us to the Employer, which promises to pay a Benefit Amount to Covered Persons according to certain defined terms and conditions.

Policy Effective Date - The date that this Policy takes effect. The Policy Effective Date is shown on the Policy Page 1.

**Portability** – The Company may allow the Covered Employee to continue the critical illness insurance benefits provided under this Certificate after the Covered Employee's employment with the Group Master Policyholder ends, if certain conditions have been met. For these conditions, see Portability provision.

**Premium** – The dollar amount that must be paid to keep this Policy in force. Premium for each Covered Person is shown in the Certificate Schedule.

Premium Class - The Premium Class of the Insured as designated in the Policy Schedule.

**Premium Payment Mode** – The period of time for which one Premium payment will keep this Policy in force. The Premium Payment Mode is shown in the Policy Schedule.

Proof – Written evidence satisfactory to Us that a claimant has satisfied the conditions and requirements for a benefit described in this Policy. Proof must include all of the information required under the terms of this Policy and be timely submitted as described in this Policy. When a claim is made for a benefit described in this Policy, Proof must establish:

a) the nature and extent of the Covered Condition;

b) Our obligation to pay the claim; and

c) the claimant's right to receive payment.

Except as provided in the "Physical Examinations, Autopsy" claim provision of this Policy, Proof must be provided at the claimant's expense.

Reduced Benefit Period - If the Covered Condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 30 days, beginning on the Certificate Effective Date. If such Covered Condition Occurs and is diagnosed during the first 30 days of coverage after the effective date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the benefit for Category 2 will be considered fully paid.

Us, Ours, We - 5Star Life Insurance Company.

You, Yours - You the Covered Employee.

### CRITICAL ILLNESS AND COVERED CONDITIONS DEFINED

A Critical Illness is the First Occurrence, while this Policy is in force, of one of the following Covered Conditions, as defined below:

- Advanced Alzheimer's Disease
- b) Angioplasty
- Cancer In Situ c)
- Coronary Bypass Surgery End-Stage Renal Failure d)
- e)
- f) Heart Attack
- Invasive Cancer
- Major Organ Transplant Occupational HIV Infection 1)
- Paralysis
- Stroke
- Advanced Alzheimer's Disease The Diagnosis, by a Physician board-certified as a Neurologist, of Advanced Alzheimer's Disease. The Insured must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning such that the Insured requires Substantial Assistance in performing at least three of the six Activities of Daily Living (as defined below). No other dementing brain disorders or psychiatric illnesses shall meet the definition of Alzheimer's Disease, nor will they be considered a Covered Condition.
  - a. Activities of Daily Living (ADLs) refer to certain basic daily tasks necessary to maintain a person's health and safety. In this Policy, ADLs refer to the activities described below:
    - i. Transfer and mobility The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
    - ii. Continence The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to per form associated personal hygiene (including caring for catheter or colostomy bag).
    - iii. Dressing Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
    - iv. Toileting Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
    - v. Eating Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
    - vi. Bathing Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.
  - b. Substantial Assistance means hands-on assistance and stand-by assistance. For the purposes of this Policy "stand-by assistance" will be used to determine that substantial assistance by another person is required by You to perform the ADL.

- i."Hands-on Assistance" means the physical assistance of another person without which You would be unable to perform the ADL.
- ii. "Stand-by Assistance" means the presence of another person within Your arm's reach, to prevent, by physical intervention, injury to You while You perform an ADL (such as being ready to catch You if You fall while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from Your throat if You choke while eating).
- b) Angioplasty The actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician board-certified as a Cardiologist must perform the Procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

Cancer In Situ - A diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

- c) Cancer in Situ includes
  - early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
  - melanoma not invading the dermis.

Cancer in Situ does not include

- other skin malignancies; or
- · pre-malignant lesions (such as intraepithelial neoplasia); or
- benign tumors or polyps.

Cancer in Situ must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Definition section.

- d) Coronary Bypass Surgery The actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.
- e) End-Stage Renal Failure The chronic and irreversible failure of both of Your kidneys which requires You to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician board-certified in Nephrology.
- f) **Heart Attack** An acute Myocardial Infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:
  - · new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
  - serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) Myocardial Infarction is excluded.

- g) Invasive Cancer. A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not considered Invasive Cancer
  - pre-malignant lesions (such as intraepithelial neoplasia); or
  - benign tumors or polyps; or
  - early prostate cancer diagnosed as T1N0M0 or equivalent staging; or
  - Cancer in Situ: or
  - any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

Invasive Cancer must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Other Definition section.

h) Major Organ Transplant – The clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Insured) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, or bone marrow. In order for the Major Organ Transplant to be covered under this Policy, the Insured must be registered by the United Network of Organ Sharing (UNOS), or the National Marrow Donor Program (NMDP).

i) Occupational HIV Infection. Infection with the Human Immunodeficiency Virus (HIV) resulting from an accidental injury which occurred in the United States after the issue date of the policy, and which exposed the Insured to HIV-contaminated blood or bodily fluids during the course of the duties of the Insured's normal occupation.

Payment under this Condition requires satisfaction of ALL of the following:

The accidental injury must be reported to the insurer within 14 days of the accidental injury.

An HIV test must be taken within 14 days of the accidental injury and the result must be negative.

An HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive.

The accidental injury must have been reported, investigated and documented in accordance with workplace legislation and regulations.

The following are excluded:

HIV infection acquired via sexual transmission

HIV infection acquired via IV drug use

HIV infection determined not to be the result of an accident.

- j) Paralysis The complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Physician board-certified as a Neurologist.
- k) Stroke Any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Cerebral symptoms due to migraine, cerebral injury due to trauma or hypoxia, vascular disease affecting the eye or optic nerve, ischemic disorders of the vestibular system, and transient ischemic attack (mini-stroke) are excluded. The Diagnosis must be made by a Physician board-certified as a Neurologist.

### ELIGIBILITY

### **Employee Coverage**

The following classes of employees will be eligible for coverage:

All active employees, as agreed between Us and the Employer.

An Employee must be actively at work on the date he becomes eligible for coverage. If his eligibility date occurs on a vacation, holiday or weekend, then he must have been actively at work on the last scheduled work day proceeding the eligibility date. If he is absent because of sickness or injury, he is not eligible for coverage until he returns to work for the Employer on a full-time basis.

If an Employee is hired within thirty (30) days prior to the effective date of this Certificate, he is eligible for coverage on the first (1<sup>st</sup>) day of the month following him working for the Employer on an active full-time[or part-time] basis for the eligibility waiting period shown on the Group Application.

If an Employee is hired on or after the effective date of this Policy, he is eligible for coverage on the first (1<sup>st</sup>) day of the month following him working for the Employer on an active full-time[or part-time] basis for the eligibility waiting period shown on the Group Application.

If a Covered Employee's employment ends and he is then re-hired, he must complete any required eligibility waiting period, unless he is re-hired within twelve (12) months.

### EFFECTIVE DATE OF COVERAGE

### Effective Date of Employee Coverage

An Employee's coverage will become effective on the first (1st) day of the month after we approve his/her Application for Critical Illness Insurance.

An Employee must be actively at work on the date his coverage becomes effective. If he is absent because of sickness or injury, the coverage does not begin until he returns to work on a full-time [or part-time] basis.

### Changes in Amounts of Insurance

Benefit amount increases may be made only during any open enrollment period or within 30 days following a change in marital [or domestic partner] status or addition of dependent children. Satisfactory evidence of insurability in the form of a fully completed Application for Critical Illness Insurance will be required to determine eligibility for the increased benefit applied for.

All increases in amount of insurance become effective on the date specified by Us after We approve An Employee's evidence of insurability.

An employee must be actively at work on the date a change in the amount of insurance becomes effective. If change of effective date occurs on a vacation, holiday or weekend, the employee must have been actively at work on the last scheduled work day. If an employee is absent because of sickness or injury, the change in coverage does not take effect until he returns to work for on a full-time [or part-time] basis.

### EFFECTIVE DATE OF DEPENDENT COVERAGE

### Contributions Required

If You enroll your dependents for insurance coverage:

- on or before the date he is eligible for dependent coverage, such dependent coverage will take effect on the first (1st) day of the month following eligibility.
- (b) within thirty (30) days after the date You are eligible for dependent coverage, such dependent coverage takes effect on the first (1<sup>st</sup>) day of the month following eligibility.
- (c) after thirty (30) days following the date You are eligible for dependent coverage, evidence of insurability will be required for each dependent. Dependent coverage will take effect on the first (1st) day of the month following the date We approve any required evidence of insurability. Such evidence of insurability must be furnished to Us at Your expense.

### **Evidence of Insurability**

Evidence of insurability for Dependent Coverage will be required for all dependent coverage amounts. This consists of fully completed dependent section of the Application for Critical Illness Insurance.

If Dependent Coverage is not requested when You make application for coverage according to the provisions in Effective Date of Employee Coverage, then Dependent coverage may be applied for only during any open enrollment period or following change in Your marital [or domestic partner] status or within 30 days following a change in marital [or domestic partner] status or addition of dependent children.

#### **Additional Dependents**

If while covered for dependent coverage You acquire another dependent child, coverage for that dependent child will take effect the first (1<sup>st</sup>) day of the month following the date You acquire the dependent child. If while covered for dependent coverage You acquire a dependent spouse not currently insured by this Policy, You must apply in writing for such insurance coverage and, (if required) submit evidence of insurability, at Your expense, for Your dependent spouse. Coverage for Your dependent spouse will become effective on the first (1<sup>st</sup>) day of the month following the date We approve the required evidence of insurability.

#### **Delayed Effective Date**

If a dependent child is confined in a hospital, skilled nursing facility or rehabilitation facility on the date the dependent would otherwise become covered, such dependent will become covered on the first (1st) day of the month following the date the confinement ends. This does not apply to a newborn child.

Dependent coverage will not take effect before the date Your Employee coverage takes effect.

### **TERMINATION**

Your coverage will end on the date that any of the following events first occurs:

- (a) the last day of the month coincident with or following the date Your status as an Active, Full-Time [or Part-Time] Employee or eligibility ends for any reason (unless coverage is continued under the Portability provision); or
- (b) the Group Master Policy terminates; or
- (c) the date of the expiration of the last period for which the required premium for insurance has been paid by, or on behalf of, You the Covered Employee;
- (d) the date on which maximum benefit amount has been paid in all three Critical Illness Categories.

We have the right to terminate coverage upon written notice to You effective sixty (60) days after the first (1st) day of the month in which notice of such termination is given.

An unmarried dependent who is incapable of sustaining employment by reason of mental retardation or physical disability, who became so incapacitated prior to the attainment of nineteen (19) years of age and who is chiefly dependent upon the employee for support and maintenance, shall not terminate, but coverage shall continue so long as the coverage of the employee or member remains in force and so long as the dependent remains in such condition.

The coverage of a covered dependent will end on the date that any of the following events first occurs:

- (a) status as a dependent ends; or
- (b) dependent coverage is deleted from the Certificate; or
- (c) Your Employee Dependent Coverage is deleted from the Group Master Policy; or
- (d) Your coverage ends for any reason; or
- (e) the end of the last period for which You make a required contribution, if You have cancelled Your payroll deduction authorization or otherwise fail to pay any required portion of the cost of dependent coverage; or
- (f) the date of the expiration of the last period for which the required premium for insurance has been paid by, or on behalf of, You, the Employee.
- (g) the date on which maximum benefit amount has been paid in all three Critical Illness Categories.

We have the right to terminate coverage upon written notice to You effective sixty (60) days after the first day of the month in which notice of such termination is given.

### Temporary Layoff or Leave of Absence

If Your active service with the Employer ends as a result of a temporary layoff or leave of absence, Your insurance will be continued until the date You stop paying premiums or insurance is otherwise terminated. In no event will insurance coverage be continued for more than sixty (60) days past the date You, the Covered Employee's, active service ends.

#### CRITICAL ILLNESS INSURANCE BENEFITS

We will, subject to the terms and conditions of the Group Master Policy, pay the Benefit Amount of this Certificate Shown in the Certificate Schedule upon the written Diagnosis by a Physician that the Insured has a Covered Condition under this certificate of insurance, if such Covered Condition first occurred while this certificate was in force. This written diagnosis must include documentation supported by clinical, radiological, histological, or laboratory evidence of the condition. We may require at our expense an additional examination by a Physician of our choice.

The Covered Conditions listed in this Certificate are the only conditions, diseases or surgeries for which an Insured may receive benefits under this coverage. If a Covered Condition first occurs while You are insured under the Policy, and We receive the required Proof of the Covered condition, the Current Benefit Amount will be paid, depending on the type of Covered Condition.

The Benefit Payment(s) will be paid in a lump-sum to the Insured. Benefits will not exceed the Maximum Benefit Amount. The coverage evidenced by this Certificate will terminate upon payment of the Maximum Benefit Amount.

### MULTIPLE PAYMENT BENEFIT

### Critical Illness Categories

#### Category 1

Heart Attack Stroke Major Organ Transplant - Heart or combination transplant including Heart Coronary Bypass Surgery Angioplasty

#### Category 2

Invasive Cancer Cancer In Situ

### Category 3

Major Organ Transplant not covered in Category 1 End-Stage Renal Failure Advanced Alzheimer's Disease Occupational HIV Infection Paralysis

#### Benefits

The Multiple Payment Benefit is a feature of the Policy, which allows for multiple payments from the three categories of Covered Conditions listed above. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category. You can receive a Benefit Payment on a second or third Covered Condition if that Covered Condition meets the terms and conditions of the Policy. The total of Benefit Payments can be up to three times the Initial Benefit Amount. After the initial Benefit Payment under the Policy, You can choose to continue paying Premiums and possibly receive additional Benefit Payments, so You are not limited to the amount of Critical Illness Insurance issued with the Policy.

How this Benefit is Calculated:

- a) Before Age 65 (or up to 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):
- The benefit available in a category equals the Initial Benefit Amount less the sum of any payments made to date for Covered Conditions in that category.
- The Benefit Payment for a Covered Condition equals the appropriate percentage of the Initial Benefit Amount for that Covered Condition but no greater than the benefit remaining for that category.
- b) After Age 65 (or 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):
- The Current Benefit Amount for a category equals 50% of the benefit remaining in that category on the day prior to the Policy Anniversary.
- The benefit available in a category equals the Current Benefit Amount less the sum of any payments made since the Age 65 reduction for Covered Conditions in that category.
- The Benefit Payment for a Covered Condition equals the appropriate percentage of the Current Benefit Amount for that Covered Condition, but no greater than the benefit remaining for that category.

#### EXCEPTIONS AND LIMITATIONS

Unless the Insured's Covered Condition First Occurs or is diagnosed during the coverage period of the Policy, no Benefit Amount will be payable.

- A. The payment of all benefits under the Policy shall not exceed three (3) times the initial Benefit Amount stated in the Policy Schedule.
- B. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category.
- C. There shall be only one Benefit Payment for each Covered Condition.
- D. There shall be only one Benefit Payment per 180 day period across the three categories. However, the 180 day period does not apply to Benefit Payments within the same category.
- E. If a First-Ever Diagnosis Occurs within the 180 day period after a Benefit Payment, it is not effectively considered a "First-Ever Diagnosis" under the Policy. Therefore, a Benefit Payment may be paid for a subsequent Occurrence and Diagnosis of that Covered Condition.
- F. If more than one Covered Condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180 day period.

We will NOT pay the Benefit Amount for a Covered Condition if such covered Condition is caused by, results from, or occurs during:

- A. intentionally causing self-inflicted injuries;
- B. suicide, or any attempt at suicide, while sane or insane;
- C. serving in the armed forces or any auxiliary unit of the armed forces;
- D. participation in a riot or insurrection;
- E. alcoholism or drug addiction; or
- F. being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a physician and taken according to the physician's instructions. The term "intoxicated" refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

We will NOT pay the Benefit Amount for a Covered Condition if:

- A. Such Covered Condition is not covered under this certificate;
- B. Such Covered Condition First Occurred while the certificate was not in force;
- C. Such Covered Condition was diagnosed by a person who is not a physician;
- D. Such Covered Condition was diagnosed outside the U.S, unless the Diagnosis is confirmed in the U.S.;
- E. Such Covered Condition or surgical procedure was performed outside the U.S., unless on a U.S. military base or facility; or within another U.S. military or government building or facility; or
- F. The Insured's date of birth, Age or sex as misstated on the Application and at the correct date of birth, Age or sex the Policy would not have become effective or would have terminated.

Any Benefit Amount payment under this certificate is subject to the adjustments provided in the Policy provisions; including, but not limited to, the Time Limit for Certain Defenses, Misstatement of Age or Sex, Binding Arbitration and Grace Period provisions.

### BENEFIT REDUCTION DUE TO AGE

If the Insured is Age 60 or older on the Policy Effective Date, the Initial Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Certificate Effective Date. In all other cases the Benefit Amount will be reduced by 50 percent when the Insured reaches Age 65. After this reduction occurs, the Current Benefit Amount for a category is 50 percent of the benefit remaining in that category in that category on the day prior to the reduction.

### CLAIM AND GENERAL PROVISIONS

Notice of Claim. Written notice of claim must be given within 60 days after the Covered Condition is First Diagnosed, or as soon as reasonably possible, but in no case later than one year after the Covered Condition is First Diagnosed. The notice must be given to Us at Our Administrative Office. The Notice of Claim should include the Insured's name, the Certificate number, the Covered Condition, if any, and an address to which the claim form should be sent. No claim for loss incurred that starts two years from the date coverage begins will be reduced or denied unless excluded by name or specific description before the date of loss.

Claim Forms. When We receive a notice of claim, We will send the Owner forms for filing Proof of claim. If the forms are not mailed or given to the Owner within 15 days, the Owner will meet the Proof of claim requirements by giving Us a written statement of the nature and extent of the Insured's loss within the time limit stated in the Proof of Claim provision.

**Proof of Claim.** Written Proof of claim, satisfactory to Us, must be given to Us within 90 days after the Occurrence of any Covered Condition under this Policy. Such Proof of claim must include the Physician's Diagnosis, including documentation supported by clinical, radiological, histological and laboratory evidence. If it was not reasonably possible to give written Proof in the time required, We will not reduce or deny the claim for this reason if the Proof is filed as soon as reasonably possible. Unless the Owner was legally incapable, this Proof must be given within one year from the date Covered Condition Occurred.

Time of Payment of Claim. After We receive written Proof of claim satisfactory to Us, and subject to the terms and conditions of this Policy, We will pay the Current Benefit Amount then due under this Policy.

Payment of Claim. The Benefit Payment will be paid in a lump-sum to the Owner, or to another person whom the Owner designates in an assignment permitted under this Policy. Any Benefit Payment unpaid at the Insured's death will be paid to the Insured's Estate.

**Physical Examinations, Autopsy**. We can have You medically examined, at Our expense, while a claim is pending as often as We deem reasonably necessary to determine the validity of a claim. We can also make a reasonable request for an autopsy, where permitted by law.

**Examination**. We have the right to have the claimant examined at Our expense as often as reasonably necessary while a claim is pending. We may also have an autopsy made unless such request is prohibited by law.

Actions of Law. No legal action may be brought to recover under this Policy until sixty (60) days after due proof of loss has been given. No such action may be brought after two (2) years from the time written proof of loss is required to be given. Legal actions are contingent upon having obtained reconsideration as described below.

**Appeal of Claim Denial.** We will notify any claimant whose claim is denied in whole or in part. The written notice will explain the reasons for denial. If the claimant does not agree with the reasons given, he may request a reconsideration of the claim.

To do so, the claimant should write to Us within sixty (60) days after the notice of denial was received. The claimant should state why he believes the claim was improperly denied. Any data, questions or comments that the claimant thinks are appropriate should be included. Unless We request additional material in a timely fashion, the claimant will be advised of Our decision within sixty (60) days after his letter is received.

**Time Limitation.** If the time limitations shown under: (a) notice and proof of loss; and (b) actions at law, is more or less than allowed by law in the state where the Covered Person lives at time claim is made, such limitation will be amended to comply with such state law.

**Conformity with State Statutes.** Any provision of this Policy which conflicts with the laws of the state where the Covered Person lives at the time claim is made is changed to conform to the minimum requirements of such laws.

Workers' Compensation. This Policy and the benefits provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

Entire Contract; Changes. The Policy, with the Policyholder's application and any individual applications, endorsements, riders, or attached papers, is the entire contract of insurance. No agent may change this Policy or waive any of its provisions. No change in this

Policy will be effective unless approved by Our president or vice president and by You. This approval must be endorsed on or attached to the Policy. Any statements in any application will, in the absence of fraud, be deemed representations and not warranties. No statement will be used to reduce or deny benefits unless it is in a signed written application.

**Incontestability.** The coverage of any Covered Person will not be contested, except for nonpayment of premium, after it has been in force for two (2) years during the person's lifetime. No statement by a Covered Person concerning his insurability will be used by Us to deny liability unless: (a) it is stated on a written application signed by a Covered Person; and (b) a copy of such application is given to the Covered Employee or his beneficiary.

Misstatement of Age or Sex. If a Covered Person's age or sex has been misstated, We will pay the amount of insurance the premium would have purchased at the true age or sex. If We would not have issued the insurance coverage at the Covered Person's true age or sex, We are liable only to a refund of all premiums paid.

#### **PREMIUMS**

We have established the premiums for the Group Master Policy under which coverage is provided under this Certificate. Those premiums are shown in a notice given to You with or prior to delivery of this Certificate.

Send your premiums to Us at our Administrative Office. We may, upon notice to You, set new premium rates to become effective on an anniversary date of the Group Master Policy. We will give You at least sixty (60) days advanced notice of such premium increase. If We do change the premiums, We will do so only:

- 1. if We change the premiums for all policies of this class in your entire state;
- 2. if such change is in accordance with the laws and regulations of your state; and
- 3. if We give you 30 days notice before such change becomes effective.

We may set new premium rates to become effective on the date the terms of the Group Master Policy are changed. Any such change in Policy terms will be made in accordance with the General Provisions regarding "Entire Contract; Changes".

#### Payment of Premiums

The premium is payable by You. The premium should be sent to:

The Administrative Office of 5Star Life Insurance Company.

If any premium is not paid before the Grace Period ends, coverage under this certificate will terminate as of the last day of the month for which premiums were paid.

#### **Annually Renewable**

This certificate is annually renewable until the full Primary Insured Maximum Benefit Amount has been paid. To continue this certificate, the Covered Employee must make sure the premiums are paid when they are due.

#### **Grace Period**

A grace period of thirty-one (31) days will be allowed for the payment of premium after a premium due date other than the first. No interest will be charged. During this period the Certificate will continue in force. But, if You provide Us written notice to terminate the Certificate on an earlier date, then this Certificate will end on such earlier date.

### PORTABILITY

If Your insurance ends because Your employment ends, then You may continue insurance under the Policy without giving information about Your health, subject to the following conditions:

- (a) You must make written request to continue the critical illness insurance benefits then in effect;
- (b) You must submit Your written request and Your first premium to Us within 31 days after Your insurance ends; and
- (c) You cannot increase the amount of insurance while coverage is being continued under the Policy.

In the event the Employer withdraws participation under the Policy and within 31 days obtains a similar group plan for its Employees with another carrier, existing certificate holders will NOT be eligible to elect portability under this provision.

When Portability Ends. Your insurance will end under the Portability provision at midnight at the main office of the Policyholder on the earliest of:

- (a) the day You become 70 years of age; or
- (b) the day any premium contribution for Your insurance is due and unpaid.
- (c) the day the Group Policy terminates.

### ISTATEMENT OF ERISA RIGHTS

Employee Retirement Income Security Act of 1974 (ERISA): If this Certificate is part of an "employee welfare benefit plan" and "welfare plan" as those terms are defined in ERISA, all Covered Persons shall be entitled to:

- (a) Examine, without charge, at the Employer's office all plan documents, including insurance contracts, any collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- (b) Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the plan's annual financial report. You are required by law to furnish each participant with a copy of this summary annual report.]

Agen	t use or	nly—Agen	t#
INT	ERNAL	USE ONLY	
Attachments:		Initials:	

# **5Star Critical Illness Application**



Attachments:	Initials:	USE BLACK OR BLUE INK AND PRINT USING ALL UPPER CASE LETTERS.	CI 1008 1
		Employer Information	
Employer			
Employer Tax ID #			
		Employee Information	
Last Name			Male Non-Smoker Female Smoker
First Name		M.I. D.O.B. Month / Day	Year
SSN		Coverage Premium Amount \$ Amount	Tedi
Mailing Address	s:	\$	
Street Line 1			
Street Line 2			
City		State Zip	
Daytime Phone		Height Ft In Weight	Lbs
		Spouse Information	
Last Name			Male Non-Smoker Female Smoker
First Name		M.I. D.O.B. Month / Day / Day	Year
SSN		Coverage Amount \$ Premium Amount \$	
SSN Height Ft	In Weight	Coverage Amount \$ Premium Amount \$ Lbs	
		Amount \$ Amount \$	
Height Ft  Child 1: Last		Lbs Amount \$ Amount \$	
Height Ft  Child 1: Last Name  First		Amount \$ Lbs  En's Information — (The Owner of this policy is the Employee.)*	Male Female
Height Ft  Child 1: Last Name First Name		Amount \$ Lbs  en's Information — (The Owner of this policy is the Employee.)*  M.I. D.O.B. Month	
Height Ft  Child 1: Last Name First Name SSN		Amount \$ Lbs  en's Information — (The Owner of this policy is the Employee.)*  M.I. D.O.B. Month	Female
Height Ft  Child 1: Last Name First Name		Amount \$ Lbs  en's Information — (The Owner of this policy is the Employee.)*  M.I. D.O.B. Month	Female  Year
Height Ft  Child 1: Last Name First Name  SSN  Child 2: Last		Amount \$ Lbs  Lbs  En's Information — (The Owner of this policy is the Employee.)*  Coverage Amount \$ Premium Amount \$ M.I. D.O.B. Month Amount \$ M.I. D.O.B.	Female  Year  Male  Female
Height Ft  Child 1: Last Name  First Name  SSN  Child 2: Last Name  First		Amount \$ Lbs  En's Information — (The Owner of this policy is the Employee.)*  Output  Discrete the Employee of this policy is the Employee.)  Output  Discrete the Employee of this policy is the Employee.)  Output  Discrete the Employee.)	Female

CI EMP App R1008 10/08

#### Additional Children's Information

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Child 4:

Signatures must be personal:

Name (First, MI, Last)	DOB	SSN	Sex	Coverage Amount	Premium Amount



CI 2 1008

Name (First, MI, Last) Coverage Amount Premium Amount **Statement of Health** Please answer each question to the BEST OF YOUR KNOWLEDGE AND BELIEF. Please answer the following 2 questions for ALL family members **Employee Spouse** Child 1 Child 2 Child 3 Child 4 applying for coverage: Yes No Yes No Yes No Yes No Yes No Yes No 1. Have 2 or more family members (natural parents, brothers or sisters) both before age 60 been diagnosed with or died from the same condition: of cancer, heart disease, stroke or kidney disease; or, both before age 75, of colorectal cancer, Alzheimer's or Senile Dementia? ...... 2. Has the proposed insured **ever** been <u>diagnosed or treated</u> for any of the following: Heart Attack, Angioplasty, Coronary Artery Bypass, Stroke, Transient Ischemic Attack, Cancer (excluding non-invasive, non-melanoma Skin Cancer), End-Stage Renal Disease, Liver Cirrhosis, Hepatitis B or C (including Carrier), Multiple Sclerosis, Paralysis, Diabetes (other than during pregnancy), Organ or Bone Marrow Transplant, Alzheimer's or Senile Dementia, HIV, AIDS, or AIDS-Related Complex (ARC)? The remaining questions need only be completed by Employees applying for coverage amounts over \$10,000 and by any Spouse applying for coverage: **Employee Spouse** No Yes 3. In the last 5 (FIVE) years, has the proposed insured been diagnosed with or treated for any of the following: A. Any heart disease (including angina) or any kidney disease except non-chronic kidney stones or infections?..... B. Uncontrolled high blood pressure (hypertension) and/or uncontrolled elevated cholesterol?..... C. Lung disease requiring hospitalization, colitis, or Crohn's?.... D. Any Skin Cancer or/and Precancerous Lesions/Tumors?.... E. Any Human Papilomavirus (HPV), Herpes Simplex Virus (HSV), chlamydia, or gonorrhea?...... 4. In the past 2 (TWO) years, has the proposed insured been informed by a member of the medical profession of any abnormal test results or been advised to have any diagnostic tests or procedures which have not yet been completed?..... 5. Has the proposed insured ever applied for and been rejected for a Critical Illness, Cancer, Heart or Stroke insurance policy? .... **Conditions Relating to this Application** Agreement: I, as employee, have the appropriate knowledge to answer the questions for my spouse and children. I represent that all statements

Agreement: I, as employee, have the appropriate knowledge to answer the questions for my spouse and children. I represent that all statements and answers in this application are complete, true and correctly recorded. I agree that: 1) upon approval of this application by 5Star Life Insurance Company, it, the policy and any riders or endorsements will constitute the entire insurance contract; 2) insurance applied for will not become effective until approved by 5Star Life Insurance Company and is subject to the health relating to each person to be insured being as described in this application, and upon receipt of the full first premium, in which case the coverage shall take effect as of the effective date as shown in the policy; 3) if within 60 days of receipt of all required documentation this application is not approved, it will become void and all premiums paid will be refunded; I will be so notified. Authorization: I hereby authorize any licensed physician; medical practitioner; hospital; clinic; insurance company; employer; financial institution; Medical Information Bureau; or Motor Vehicle Administration that may have records of my financial, physical or mental health condition to give 5Star Life Insurance Company, its authorized representative, and its reinsurers any such information. I understand that this information will be used to determine my eligibility for insurance and that I may revoke this authorization and application at any time by providing written notice. A photocopy of this authorization shall be as valid as the original. This authorization shall be valid for 24 months from the date below. I acknowledge that I, or my authorized representative is entitled to receive a copy of this authorization. As employee, my signature authorizes payroll deduction of premiums from my employer for myself and my family members. I acknowledge that I have received and read the Accelerated Benefit Disclosure form.

Signed At (City, State) \_\_\_\_\_\_ Agent Signature \_\_\_\_\_\_ Do



### **NOTICE TO CONSUMERS**

Information regarding your insurability will be treated as confidential. 5Star Life Insurance Company, or its reinsurers may, however, make a brief report thereon to MIB, Inc., formerly known as Medical Information Bureau, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

5Star Life Insurance Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.



(a Baton Rouge, LA company)

Administrative Offices: [421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com]

# **APPLICATION FOR GROUP INSURANCE**

made to

### **5 STAR LIFE INSURANCE COMPANY**

. Name of	f Group Applicant		
	s	(	use exact legal name of organization)
. Address	(number and street)	(city)	(state) (zip code)
. List eve	ry state in which ar	ny employe	e (or member) resides
. Types o	f insurance desired	d:	
] Basic I	Life Insurance		[ ] Basic Group AD&D
] Volunt	ary Group Life Insu	rance	_ [ ] Voluntary Group AD&D
] Group	Critical iliness		_ [ ] Other
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Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number: /

### **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

### **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 10/31/2008

Comments: Attachment:

ARKANSAS Certificate of Compliance.pdf

Review Status:

**Bypassed -Name:** Application Approved-Closed 10/31/2008

Bypass Reason: Not applicable

Comments:

Review Status:

Satisfied -Name: Cover Letter Approved-Closed 10/31/2008

Comments: Attachment:

ARKANSAS Cover Letter.pdf

Review Status:

Satisfied -Name: Cover Letter Approved-Closed 10/31/2008

Comments: Attachment:

ARKANSAS Response Letter Objection dated 10 24 2008.pdf



### **CERTIFICATION**

### ARKANSAS INSURANCE DEPARTMENT

Re: CIGROUPPOL R 1008AR: Group Critical Illness Employer Master Policy CICERT R 1008AR: Employee Critical Illness Certificate CIEMP App R1008: Application for Critical Illness Insurance – Employee GROUPAPP R 1008: Employer Application for Group Insurance

I have reviewed or supervised the review of the above individual life insurance enrollment forms contained in this filing and hereby certify, to the best of my knowledge and belief, that the above listed forms are in compliance with the applicable statutes, regulations, and bulletins of the state of Arkansas. I further certify that the above forms will be revised and/or discontinued in the event of future changes in the statutes, regulations, or bulletins which would prohibit the use of such forms.

Dated: October 17, 2008

Glenn R. Jones, Esq.

Vice President, Compliance



October 17, 2008

Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201

RE: 5Star Life Insurance Company

NAIC# 77879, FEIN#54-1829709, NAIC Code: 0000

Group Critical Illness Filing
CIGROUPPOL R 1008AR - Group Critical Illness Employer Master Policy
CICERT R 1008AR - Employee Critical Illness Certificate
CIEMP App R1008 – Application for Critical Illness Insurance – Employee
GROUPAPP R 1008 – Employer Application for Group Insurance

#### Dear Sir/Madam:

We are submitting the above-referenced filing to your Department for approval. These forms are new and are not intended to replace any currently on file with your Department. These forms have been submitted concurrently to our state of domicile, Louisiana.

These forms provide voluntary critical illness coverage for employees of participating employers. Coverage is 100% employee paid. The coverage provides a payment of a lump sum upon the first occurrence of one of many enumerated covered conditions. Receipt of a diagnosis of a covered condition from another category will result in another lump sum payment, total payments up to two times the benefit amount. Coverage can be elected for spouse and/or dependent children as well.

5 Star Life will use application/enrollment form CIEMP App R1008 in conjunction with these forms. Employers will add this policy to their benefits package by utilizing GROUPAPP or METAPP, depending on which 5Star Life products they currently sell.

The Flesch readability scores are as follows: CIGROUPPOL R 1008AR, 52.8; CICERT R 1008AR, 51.0; CIEMP App R1008, 52.8; GROUPAPP R 1008, 50.2.

Enclosed you will also find any required transmittal forms and certifications from your state.

We trust the enclosed is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if we can provide additional information, please call me at any time. Thank you for your time and consideration.

Sincerely.

Glenn R. Dnes, JD, CLU, ChFC, FLMI, RHU

Vice President, Compliance
5Star Life Insurance Company

Attachments





October 30, 2008

### VIA SERFF

Ms. Rosalind Minor Arkansas Insurance Department 1200 West 3<sup>rd</sup> Street Little Rock, Arkansas 72201-1904

Re: 5 Star Life Insurance Company; NAIC No.: 77879

SERFF Tracking No.: FIVE-125863575; State Tracking

No.: 40614

Dear Ms. Minor:

Thank you for your letter objection dated October 24, 2008.

<u>Objection</u>: Coverage for a handicapped dependent must continue as outlined under ACA 23-86-108(4). There can be no time limit set for furnishing proof of incapacity. Also refer to Bulletin 14-81.

Response to Objection: In CIGROUPPOL R 1008AR, page 12 and CICERT R 1008AR, page 10, TERMINATION sections, the following language is inserted:

"An unmarried dependent who is incapable of sustaining employment by reason of mental retardation or physical disability, who became so incapacitated prior to the attainment of nineteen (19) years of age and who is chiefly dependent upon the employee for support and maintenance, shall not terminate, but coverage shall continue so long as the coverage of the employee or member remains in force and so long as the dependent remains in such condition."

Ms. Rosalind Minor October 30, 2008 Page -2-

All other parts of the policy and certificate remain the same.

If additional information is required, please do not hesitate to contact

me.

Sincerely yours,

 SERFF Tracking Number:
 FIVE-125863575
 State:
 Arkansas

 Filing Company:
 5 Star Life Insurance Company
 State Tracking Number:
 40614

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

## **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Group Specified Critical Illness Employer Master Policy	10/17/2008	CIGROUPPOL R 1008AR.pdf
No original date	Form	Employee Critical Illness Certificate	10/17/2008	CICERT R 1008AR.pdf

 SERFF Tracking Number:
 FIVE-125863575
 State:
 Arkansas

 Filing Company:
 5 Star Life Insurance Company
 State Tracking Number:
 40614

Company Tracking Number: 1008

TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness

Limited Benefit

Product Name: Group Life - Critical Illness

Project Name/Number:

Attachment "CIGROUPPOL R 1008AR.pdf" is larger than 3MB and cannot be reproduced here.



(a Baton Rouge, LA company)

Administrative Offices: [421 S. 9th Street, Suite 222, Lincoln, NE 68508 • 866-863-9753 • www.5starima.com]

# CRITICAL ILLNESS CERTIFICATE OF INSURANCE

IMPORTANT NOTICE

The premium paid, the completed application and our reliance on the answers to the application questions have put this certificate in force as of the Certificate Effective Date. That date is shown on the certificate schedule. A copy of the application is attached.

## 30-DAY RIGHT TO EXAMINE CERTIFICATE

If, for any reason, the Covered Employee is not satisfied with this certificate, he or she may return it to Us or our agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The certificate will then be considered void and never to have been issued.

5Star Life Insurance Company certifies that, subject to the terms of the Group Master Policy issued to [EMPLOYER NAME] (referred to as the Policyholder), the Covered Employee named in the Coverage Schedule (referred to as "You," "Your" and "Yours") is provided with the benefits described in this Certificate. The insurance coverage takes effect at 12:01 A.M. Standard Time on the Effective Date shown in the Coverage Schedule.

In this Certificate 5Star Life Insurance Company will be called "We," "Our" or "Us." This Certificate summarizes certain provisions of the Group Policy. All coverages and provisions are subject to those in the Group Policy issued to the Policyholder.

# ANNUALLY RENEWABLE UNTIL FULL COVERED EMPLOYEE MAXIMUM BENEFIT AMOUNT PAID

This certificate is annually renewable until the full Primary Insured Maximum Benefit Amount has been paid. To continue this certificate, the Covered Employee must make sure the premiums are paid when they are due.

This is a Critical Illness only Certificate and it does not pay benefits for loss from any other cause.

READ YOUR CERTIFICATE CAREFULLY

Our Secretary and our President witness this Certificate

Secretary

Maureen B. Ellner

President

BENEFITS ARE PAYABLE UNDER THIS CERTIFICATE FOR FIRST OCCURRENCE OF A CRITICAL ILLNESS AS DEFINED IN THE GROUP MASTER POLICY.

For Customer Service or Claims Questions Call 1-866-863-9753

## CERTIFICATE SCHEDULE

CERTIFICATE NUMBER EFFECTIVE DATE

[CIXXXXXXXXX ] [August 28, 2008

INITIAL PREMIUM PREMIUM MODE

\$0,000.00 {check matic}

CERTIFICATE OWNER

[Stewart C. Trump]

CRITICAL ILLNESS BENFITS ARE PAYABLE AS SHOWN BELOW

COVERED EMPLOYEE

BENEFIT AMOUNT: {\$30,000\*\*}

**SPOUSE** 

BENEFIT AMOUNT: {\$25,000\*\*}

DEPENDENT CHILD

BENEFIT AMOUNT: \$3,000

WHO'S INSURED

COVERED EMPLOYEE: Stewart C. Trump SPOUSE: Ivana Q. Trump

DEP CHILDREN: Hubert Trump, Biff Trump

Reduced Benefit Period – If the Covered Condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 30 days, beginning on the Certificate Effective Date. If such Covered Condition Occurs and is diagnosed during the first 30 days of coverage after the effective date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the benefit for Category 2 will be considered fully paid.

<sup>\*</sup>Renewal Premiums Are Subject to Change

<sup>\*\*</sup>This Amount Reduces by 50% at Covered Employee's Age 65 or, if coverage was issued after Age 60, upon the five-year anniversary of the Certificate Date.

## **Covered Benefits**

## Category 1 - Covered Conditions

Occupational HIV Infection

## **Percent of Initial Benefit Amount**

100% 100%

Heart Attack	100%
Stroke	100%
Major Organ Transplant – Heart or combination transplant including Heart	100%
Coronary Bypass Surgery	25%
Angioplasty	25%
Category 2 – Covered Conditions	
Invasive Cancer (Diagnosis more than 30 days after effective date of coverage)	100%
Invasive Cancer (Diagnosis during the first 30 days of in force coverage)	10%
Cancer In Situ (Diagnosis more than 30 days after effective date of coverage)	25%
Cancer In Situ (Diagnosis during the first 30 days of in force coverage)	2.5%
Category 3 – Covered Conditions	
Major Organ Transplant – not covered in Category 1	100%
End-Stage Renal Failure	100%
Advanced Alzheimer's disease	100%

The Critical Illness Benefit will be paid only if a Covered Condition First Occurs and is diagnosed after the effective date of coverage, except for the Covered Condition Diagnosis of Invasive and In Situ Cancer, as stated in the Policy Schedule above and this Policy below.

#### Reduction Formula:

Paralysis

The amount of Critical Illness Insurance applicable to each Covered Person will reduce to 50% at age 65 for Employee and Spouse coverage, if applicable.

If a Covered Person is age 60 or older on the Certificate Effective Date, his Benefit Amount will be reduced by 50% on the fifth anniversary of the Certificate Effective Date., and in all other cases, the Benefit Amount will be reduced by 50% when the Covered Person reaches age 65 (collectively a "Benefit Reduction Due to Age").

## DEFINITIONS

Actively at Work - means that Employees:

- 1. are present at the Employer's place of business or another work site (other than the Employee's home) designated by the Employer; and
- 2. are performing the material and substantial duties of their jobs.

On any day that is not an Employee's regularly scheduled work day (i.e., vacation, holiday or weekend), Employees are considered Actively At Work if they:

- a) are not hospital confined; and
- b) are not disabled due to Injury or Sickness; and
- c) were Actively At Work on their last scheduled work day.

Employees who usually perform the regular duties of their jobs at their homes are considered Actively At Work if they meet all the above requirements and could work at the Employer's usual place of business if required to do so.

Age - The attained age as of the last birthday.

Enrollment Application – The written form(s) provided by Us that the Employee uses to apply for this coverage, including any amendments and supplemental application(s) thereto, and any application(s) for a Certificate change or reinstatement.

Benefit Payment - The percentage of the Current Benefit Amount applicable for that condition if the claim is payable.

Clinical Diagnosis – A Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) there is medical evidence to support the Diagnosis; and
- c) a Physician is treating the Insured for Invasive Cancer and/or Cancer In Situ.

Covered Dependent - an eligible dependent whose coverage under this certificate is in effect. It does not include a dependent whose coverage has ended for any reason.

Covered Employee - an active, [full or part-time] employee whose coverage under this certificate is in effect. It does not include an employee whose coverage has ended for any reason.

**Covered Spouse** - an eligible spouse [or Domestic Partner] whose coverage under this certificate is in effect. It does not include a spouse [or Domestic Partner] whose coverage has ended for any reason.

Current Benefit Amount – The amount of Critical Illness Insurance used to calculate benefits. At issue, equal to the Initial Benefit Amount. It is reduced for each category at Age 65 (or 5 years after issue, if Insured is Age 60 or older on Certificate Effective date) to 50% of the Benefit Available for each Covered Condition.

Date of Diagnosis - The date the Diagnosis is established by a Legally Qualified Physician, who is a board certified specialist where required under this Policy, through the use of clinical and/or laboratory findings as supported by the Insured's medical records. For a Procedure, it is the date the Insured undergoes the Procedure.

**Dependent** - (a) an employee's spouse; and (b) an employee's unmarried child with an issue age of less than 18 years old who is wholly dependent upon the employee for support. Dependent children shall include step children and adopted children, and shall also include children for whom the employee has legal custody. "Dependent" does not include a person who is: (a) an eligible employee, or (b) a member of the armed forces. The insured child's benefit amount is shown on the Schedule of Benefits, and covers each insured child named on the Employee's application. Each insured child will have coverage until his 26<sup>th</sup> birthday.

Dependent Coverage - coverage of a covered employee with respect to his dependents.

**Diagnosis** – The definitive establishment of the Covered Condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this Policy.

[Domestic Partner - Someone who:

- (a) shares the Employee's regular and permanent residence and has for at least six (6) months; and
- (b) has a close personal relationship with the Employee in lieu of a lawful marriage; and
- (c) has agreed to be jointly responsible with the Employee during the domestic partnership for the cost of food, shelter and any other expenses of the common household; and
- (d) is not married to anyone; and

(e) is eighteen (18) years of age or older; and

(f) is not related to the Employee by blood closer than would bar marriage; and

(g) was mentally competent to consent to a contract when the domestic partnership began; and

(h) is the Employee's sole Domestic Partner and is responsible with the Employee for their common welfare.]

Eligible Dependent - a dependent of an employee who is eligible for coverage.

Eligibility Waiting Period - a period of active, full-time employment the employee must satisfy before becoming eligible for coverage under this Policy. For the purposes of this Policy, the eligibility waiting period is shown on the Group Application.

Employee - an employee of the Policyholder who is eligible for coverage.

Employee Coverage - coverage of a covered employee with respect to himself.

**Family Member** – The term "Family Member" shall mean the Insured's spouse [or Domestic Partner] and anyone who is related to the Insured or Insured's spouse by the following degree of blood, marriage, adoption or operation of law: parents, grandparents, brothers, sisters, children, grandchildren, aunts, uncles, nephews and nieces.

First Occur(s)/First-Ever Diagnosis or Procedure – This Occurrence, Diagnosis or Procedure is the first time ever in the Insured's lifetime that he or she has experienced such Covered Condition, been diagnosed with that specific condition included as a Covered Condition, or undergone that specific Procedure included as a Covered Condition.

Full Time Employee - Full-time means, for an Employee, a work week of at least [forty (40)] hours. For Employees whose work weeks vary above and below this number, We will determine eligibility by averaging the hours worked in the ninety (90) day period immediately prior to the claim event.

Initial Benefit Amount – The amount of Critical Illness Insurance coverage requested by the Insured, which We subsequently approved for the Insured.

Insured - The person(s) covered under this certificate.

Issue Age - The Insured's Age at the time of application for these critical illness insurance benefits...

Maximum Benefit Amount – The eligible total of Benefit Payments for all Covered Conditions as stated in the Policy, including all components of the Multiple Payment Benefit provision.

Occur(s)/Occurrence(s) – An event or incident that: (1) occurs after the date coverage on an Insured becomes effective under this Policy; (2) occurs while the Policy is in force; and (3) is not precluded by any specific description or exclusion stated in this Policy.

Part-Time Employee – Part-Time means, for an Employee, a work week of at least [thirty (30)] hours but less than [forty (40)]. For Employees whose work weeks vary above and below this number, We will determine eligibility by averaging the hours worked in the ninety (90) day period immediately prior to the claim event.

Pathological Diagnosis – A Diagnosis of Invasive Cancer or Cancer In Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

Physician – A person other than the Insured or the Owner; a Family Member of the Insured or the Owner; a member of the same household; or a business partner or associate of the Insured, Owner or Family Member; who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The Physician must be providing services within the scope of his or her license issued by the jurisdiction in which such person's services are rendered. Such jurisdiction must be within the United States of America. The Physician must be a board certified specialist where required under this Policy.

**Policy** – The written statement of this contract effecting Critical Illness Insurance, including all clauses, riders, endorsements, applications, or other attached papers. This insurance Policy is a binding contract, issued by Us to the Employer, which promises to pay a Benefit Amount to Covered Persons according to certain defined terms and conditions.

Policy Effective Date - The date that this Policy takes effect. The Policy Effective Date is shown on the Policy Page 1.

**Portability** – The Company may allow the Covered Employee to continue the critical illness insurance benefits provided under this Certificate after the Covered Employee's employment with the Group Master Policyholder ends, if certain conditions have been met. For these conditions, see Portability provision.

**Premium** – The dollar amount that must be paid to keep this Policy in force. Premium for each Covered Person is shown in the Certificate Schedule.

Premium Class - The Premium Class of the Insured as designated in the Policy Schedule.

**Premium Payment Mode** – The period of time for which one Premium payment will keep this Policy in force. The Premium Payment Mode is shown in the Policy Schedule.

**Proof** – Written evidence satisfactory to Us that a claimant has satisfied the conditions and requirements for a benefit described in this Policy. Proof must include all of the information required under the terms of this Policy and be timely submitted as described in this Policy. When a claim is made for a benefit described in this Policy, Proof must establish:

a) the nature and extent of the Covered Condition;

b) Our obligation to pay the claim; and c) the claimant's right to receive payment.

Except as provided in the "Physical Examinations, Autopsy" claim provision of this Policy, Proof must be provided at the claimant's expense.

Reduced Benefit Period – If the Covered Condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 30 days, beginning on the Certificate Effective Date. If such Covered Condition Occurs and is diagnosed during the first 30 days of coverage after the effective date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the benefit for Category 2 will be considered fully paid.

Us, Ours, We - 5Star Life Insurance Company.

You, Yours - You the Covered Employee.

## CRITICAL ILLNESS AND COVERED CONDITIONS DEFINED

A Critical Illness is the First Occurrence, while this Policy is in force, of one of the following Covered Conditions, as defined below:

Advanced Alzheimer's Disease

Angioplasty b)

Cancer In Situ c)

Coronary Bypass Surgery End-Stage Renal Failure d) e)

f) Heart Attack

Invasive Cancer

- Major Organ Transplant Occupational HIV Infection i)
- Paralysis Stroke
- Advanced Alzheimer's Disease The Diagnosis, by a Physician board-certified as a Neurologist, of Advanced Alzheimer's Disease. The Insured must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning such that the Insured requires Substantial Assistance in performing at least three of the six Activities of Daily Living (as defined below). No other dementing brain disorders or psychiatric illnesses shall meet the definition of Alzheimer's Disease, nor will they be considered a Covered Condition.
  - a. Activities of Daily Living (ADLs) refer to certain basic daily tasks necessary to maintain a person's health and safety. In this Policy, ADLs refer to the activities described below:
    - i. Transfer and mobility The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
    - ii. Continence The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to per form associated personal hygiene (including caring for catheter or colostomy bag).
    - iii. Dressing Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
    - iv. Toileting Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
    - v. Eating Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
    - vi. Bathing Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.
  - b. Substantial Assistance means hands-on assistance and stand-by assistance. For the purposes of this Policy "stand-by assistance" will be used to determine that substantial assistance by another person is required by You to perform the ADL.

i. "Hands-on Assistance" means the physical assistance of another person without which You would be unable to perform the ADL.

- ii. "Stand-by Assistance" means the presence of another person within Your arm's reach, to prevent, by physical intervention, injury to You while You perform an ADL (such as being ready to catch You if You fall while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from Your throat if You choke while eating).
- b) Angioplasty The actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician board-certified as a Cardiologist must perform the Procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

Cancer In Situ - A diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

- c) Cancer in Situ includes
  - early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
  - melanoma not invading the dermis.

Cancer in Situ does not include

- · other skin malignancies; or
- pre-malignant lesions (such as intraepithelial neoplasia); or
- benign tumors or polyps.

Cancer in Situ must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Definition section.

- d) Coronary Bypass Surgery The actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.
- e) End-Stage Renal Failure The chronic and irreversible failure of both of Your kidneys which requires You to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician board-certified in Nephrology.
- f) Heart Attack An acute Myocardial Infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:
  - new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
  - serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) Myocardial Infarction is excluded.

- g) Invasive Cancer. A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not considered Invasive Cancer
  - pre-malignant lesions (such as intraepithelial neoplasia); or
  - benign tumors or polyps; or
  - early prostate cancer diagnosed as T1N0M0 or equivalent staging; or
  - Cancer in Situ; or
  - any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

Invasive Cancer must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Other Definition section.

h) Major Organ Transplant – The clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Insured) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, or bone marrow. In order for the Major Organ Transplant to be covered under this Policy, the Insured must be registered by the United Network of Organ Sharing (UNOS), or the National Marrow Donor Program (NMDP).

i) Occupational HIV Infection. Infection with the Human Immunodeficiency Virus (HIV) resulting from an accidental injury which occurred in the United States after the issue date of the policy, and which exposed the Insured to HIV-contaminated blood or bodily fluids during the course of the duties of the Insured's normal occupation.

Payment under this Condition requires satisfaction of ALL of the following:

The accidental injury must be reported to the insurer within 14 days of the accidental injury.

An HIV test must be taken within 14 days of the accidental injury and the result must be negative.

An HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive.

The accidental injury must have been reported, investigated and documented in accordance with workplace legislation and regulations.

The following are excluded:

HIV infection acquired via sexual transmission

HIV infection acquired via IV drug use

HIV infection determined not to be the result of an accident.

- j) Paralysis The complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Physician board-certified as a Neurologist.
- k) Stroke Any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Cerebral symptoms due to migraine, cerebral injury due to trauma or hypoxia, vascular disease affecting the eye or optic nerve, ischemic disorders of the vestibular system, and transient ischemic attack (mini-stroke) are excluded. The Diagnosis must be made by a Physician board-certified as a Neurologist.

## ELIGIBILITY

## **Employee Coverage**

The following classes of employees will be eligible for coverage:

All active employees, as agreed between Us and the Employer.

An Employee must be actively at work on the date he becomes eligible for coverage. If his eligibility date occurs on a vacation, holiday or weekend, then he must have been actively at work on the last scheduled work day proceeding the eligibility date. If he is absent because of sickness or injury, he is not eligible for coverage until he returns to work for the Employer on a full-time basis.

If an Employee is hired within thirty (30) days prior to the effective date of this Certificate, he is eligible for coverage on the first (1<sup>st</sup>) day of the month following him working for the Employer on an active full-time[or part-time] basis for the eligibility waiting period shown on the Group Application.

If an Employee is hired on or after the effective date of this Policy, he is eligible for coverage on the first (1<sup>st</sup>) day of the month following him working for the Employer on an active full-time[or part-time] basis for the eligibility waiting period shown on the Group Application.

If a Covered Employee's employment ends and he is then re-hired, he must complete any required eligibility waiting period, unless he is re-hired within twelve (12) months.

#### EFFECTIVE DATE OF COVERAGE

#### Effective Date of Employee Coverage

An Employee's coverage will become effective on the first (1st) day of the month after we approve his/her Application for Critical Illness Insurance.

An Employee must be actively at work on the date his coverage becomes effective. If he is absent because of sickness or injury, the coverage does not begin until he returns to work on a full-time [or part-time] basis.

## Changes in Amounts of Insurance

Benefit amount increases may be made only during any open enrollment period or within 30 days following a change in marital [or domestic partner] status or addition of dependent children. Satisfactory evidence of insurability in the form of a fully completed Application for Critical Illness Insurance will be required to determine eligibility for the increased benefit applied for.

All increases in amount of insurance become effective on the date specified by Us after We approve An Employee's evidence of insurability.

An employee must be actively at work on the date a change in the amount of insurance becomes effective. If change of effective date occurs on a vacation, holiday or weekend, the employee must have been actively at work on the last scheduled work day. If an employee is absent because of sickness or injury, the change in coverage does not take effect until he returns to work for on a full-time [or part-time] basis.

## EFFECTIVE DATE OF DEPENDENT COVERAGE

## Contributions Required

If You enroll your dependents for insurance coverage:

- (a) on or before the date he is eligible for dependent coverage, such dependent coverage will take effect on the first (1st) day of the month following eligibility.
- (b) within thirty (30) days after the date You are eligible for dependent coverage, such dependent coverage takes effect on the first (1<sup>st</sup>) day of the month following eligibility.
- (c) after thirty (30) days following the date You are eligible for dependent coverage, evidence of insurability will be required for each dependent. Dependent coverage will take effect on the first (1<sup>st</sup>) day of the month following the date We approve any required evidence of insurability. Such evidence of insurability must be furnished to Us at Your expense.

## **Evidence of Insurability**

Evidence of insurability for Dependent Coverage will be required for all dependent coverage amounts. This consists of fully completed dependent section of the Application for Critical Illness Insurance.

If Dependent Coverage is not requested when You make application for coverage according to the provisions in Effective Date of Employee Coverage, then Dependent coverage may be applied for only during any open enrollment period or following change in Your marital [or domestic partner] status or within 30 days following a change in marital [or domestic partner] status or addition of dependent children.

#### Additional Dependents

If while covered for dependent coverage You acquire another dependent child, coverage for that dependent child will take effect the first (1st) day of the month following the date You acquire the dependent child. If while covered for dependent coverage You acquire a dependent spouse not currently insured by this Policy, You must apply in writing for such insurance coverage and, (if required) submit evidence of insurability, at Your expense, for Your dependent spouse. Coverage for Your dependent spouse will become effective on the first (1st) day of the month following the date We approve the required evidence of insurability.

#### **Delayed Effective Date**

If a dependent child is confined in a hospital, skilled nursing facility or rehabilitation facility on the date the dependent would otherwise become covered, such dependent will become covered on the first (1<sup>st</sup>) day of the month following the date the confinement ends. This does not apply to a newborn child.

Dependent coverage will not take effect before the date Your Employee coverage takes effect.

## TERMINATION

Your coverage will end on the date that any of the following events first occurs:

- (a) the last day of the month coincident with or following the date Your status as an Active, Full-Time [or Part-Time] Employee or eligibility ends for any reason (unless coverage is continued under the Portability provision); or
- (b) the Group Master Policy terminates; or
- (c) the date of the expiration of the last period for which the required premium for insurance has been paid by, or on behalf of, You the Covered Employee;
- (d) the date on which maximum benefit amount has been paid in all three Critical Illness Categories.

We have the right to terminate coverage upon written notice to You effective sixty (60) days after the first (1st) day of the month in which notice of such termination is given.

The coverage of a covered dependent will end on the date that any of the following events first occurs:

- (a) status as a dependent ends; or
- (b) dependent coverage is deleted from the Certificate; or
- (c) Your Employee Dependent Coverage is deleted from the Group Master Policy; or
- (d) Your coverage ends for any reason; or
- (e) the end of the last period for which You make a required contribution, if You have cancelled Your payroll deduction authorization or otherwise fail to pay any required portion of the cost of dependent coverage; or
- (f) the date of the expiration of the last period for which the required premium for insurance has been paid by, or on behalf of, You, the Employee.
- (g) the date on which maximum benefit amount has been paid in all three Critical Illness Categories.

We have the right to terminate coverage upon written notice to You effective sixty (60) days after the first day of the month in which notice of such termination is given.

## Temporary Layoff or Leave of Absence

If Your active service with the Employer ends as a result of a temporary layoff or leave of absence, Your insurance will be continued until the date You stop paying premiums or insurance is otherwise terminated. In no event will insurance coverage be continued for more than sixty (60) days past the date You, the Covered Employee's, active service ends.

## CRITICAL ILLNESS INSURANCE BENEFITS

We will, subject to the terms and conditions of the Group Master Policy, pay the Benefit Amount of this Certificate Shown in the Certificate Schedule upon the written Diagnosis by a Physician that the Insured has a Covered Condition under this certificate of insurance, if such Covered Condition first occurred while this certificate was in force. This written diagnosis must include documentation supported by clinical, radiological, histological, or laboratory evidence of the condition. We may require at our expense an additional examination by a Physician of our choice.

The Covered Conditions listed in this Certificate are the only conditions, diseases or surgeries for which an Insured may receive benefits under this coverage. If a Covered Condition first occurs while You are insured under the Policy, and We receive the required Proof of the Covered condition, the Current Benefit Amount will be paid, depending on the type of Covered Condition.

The Benefit Payment(s) will be paid in a lump-sum to the Insured. Benefits will not exceed the Maximum Benefit Amount. The coverage evidenced by this Certificate will terminate upon payment of the Maximum Benefit Amount.

## MULTIPLE PAYMENT BENEFIT

## Critical Illness Categories

Category 1 Category 2 Category 3

Heart Attack Invasive Cancer Major Organ Transplant Stroke Cancer In Situ not covered in Category 1
Major Organ Transplant - Heart or
combination transplant including Heart Advanced Alzheimer's Disease
Coronary Bypass Surgery Occupational HIV Infection
Angioplasty Paralysis

#### Benefits

The Multiple Payment Benefit is a feature of the Policy, which allows for multiple payments from the three categories of Covered Conditions listed above. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category. You can receive a Benefit Payment on a second or third Covered Condition if that Covered Condition meets the terms and conditions of the Policy. The total of Benefit Payments can be up to three times the Initial Benefit Amount. After the initial Benefit Payment under the Policy, You can choose to continue paying Premiums and possibly receive additional Benefit Payments, so You are not limited to the amount of Critical Illness Insurance issued with the Policy.

How this Benefit is Calculated:

- a) Before Age 65 (or up to 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):
- The benefit available in a category equals the Initial Benefit Amount less the sum of any payments made to date for Covered Conditions in that category.
- The Benefit Payment for a Covered Condition equals the appropriate percentage of the Initial Benefit Amount for that Covered Condition but no greater than the benefit remaining for that category.
- b) After Age 65 (or 5 years after issue, if Insured is Age 60 or older on Policy Effective Date):
- The Current Benefit Amount for a category equals 50% of the benefit remaining in that category on the day prior to the Policy Anniversary.
- The benefit available in a category equals the Current Benefit Amount less the sum of any payments made since the Age 65 reduction for Covered Conditions in that category.
- The Benefit Payment for a Covered Condition equals the appropriate percentage of the Current Benefit Amount for that Covered Condition, but no greater than the benefit remaining for that category.

## EXCEPTIONS AND LIMITATIONS

Unless the Insured's Covered Condition First Occurs or is diagnosed during the coverage period of the Policy, no Benefit Amount will be payable.

- A. The payment of all benefits under the Policy shall not exceed three (3) times the initial Benefit Amount stated in the Policy Schedule.
- B. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category.
- C. There shall be only one Benefit Payment for each Covered Condition.
- D. There shall be only one Benefit Payment per 180 day period across the three categories. However, the 180 day period does not apply to Benefit Payments within the same category.
- E. If a First-Ever Diagnosis Occurs within the 180 day period after a Benefit Payment, it is not effectively considered a "First-Ever Diagnosis" under the Policy. Therefore, a Benefit Payment may be paid for a subsequent Occurrence and Diagnosis of that Covered Condition.
- F. If more than one Covered Condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180 day period.

We will NOT pay the Benefit Amount for a Covered Condition if such covered Condition is caused by, results from, or occurs during:

- A. intentionally causing self-inflicted injuries;
- B. suicide, or any attempt at suicide, while sane or insane;
- C. serving in the armed forces or any auxiliary unit of the armed forces;
- D. participation in a riot or insurrection;
- E. alcoholism or drug addiction; or
- F. being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a physician and taken according to the physician's instructions. The term "intoxicated" refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

We will NOT pay the Benefit Amount for a Covered Condition if:

- A. Such Covered Condition is not covered under this certificate;
- B. Such Covered Condition First Occurred while the certificate was not in force;
- C. Such Covered Condition was diagnosed by a person who is not a physician;
- D. Such Covered Condition was diagnosed outside the U.S, unless the Diagnosis is confirmed in the U.S.;
- E. Such Covered Condition or surgical procedure was performed outside the U.S., unless on a U.S. military base or facility; or within another U.S. military or government building or facility; or
- F. The Insured's date of birth, Age or sex as misstated on the Application and at the correct date of birth, Age or sex the Policy would not have become effective or would have terminated.

Any Benefit Amount payment under this certificate is subject to the adjustments provided in the Policy provisions; including, but not limited to, the Time Limit for Certain Defenses, Misstatement of Age or Sex, Binding Arbitration and Grace Period provisions.

## BENEFIT REDUCTION DUE TO AGE

If the Insured is Age 60 or older on the Policy Effective Date, the Initial Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Certificate Effective Date. In all other cases the Benefit Amount will be reduced by 50 percent when the Insured reaches Age 65. After this reduction occurs, the Current Benefit Amount for a category is 50 percent of the benefit remaining in that category in that category on the day prior to the reduction.

## CLAIM AND GENERAL PROVISIONS

Notice of Claim. Written notice of claim must be given within 60 days after the Covered Condition is First Diagnosed, or as soon as reasonably possible, but in no case later than one year after the Covered Condition is First Diagnosed. The notice must be given to Us at Our Administrative Office. The Notice of Claim should include the Insured's name, the Certificate number, the Covered Condition, if any, and an address to which the claim form should be sent. No claim for loss incurred that starts two years from the date coverage begins will be reduced or denied unless excluded by name or specific description before the date of loss.

Claim Forms. When We receive a notice of claim, We will send the Owner forms for filing Proof of claim. If the forms are not mailed or given to the Owner within 15 days, the Owner will meet the Proof of claim requirements by giving Us a written statement of the nature and extent of the Insured's loss within the time limit stated in the Proof of Claim provision.

**Proof of Claim.** Written Proof of claim, satisfactory to Us, must be given to Us within 90 days after the Occurrence of any Covered Condition under this Policy. Such Proof of claim must include the Physician's Diagnosis, including documentation supported by clinical, radiological, histological and laboratory evidence. If it was not reasonably possible to give written Proof in the time required, We will not reduce or deny the claim for this reason if the Proof is filed as soon as reasonably possible. Unless the Owner was legally incapable, this Proof must be given within one year from the date Covered Condition Occurred.

Time of Payment of Claim. After We receive written Proof of claim satisfactory to Us, and subject to the terms and conditions of this Policy, We will pay the Current Benefit Amount then due under this Policy.

Payment of Claim. The Benefit Payment will be paid in a lump-sum to the Owner, or to another person whom the Owner designates in an assignment permitted under this Policy. Any Benefit Payment unpaid at the Insured's death will be paid to the Insured's Estate.

Physical Examinations, Autopsy. We can have You medically examined, at Our expense, while a claim is pending as often as We deem reasonably necessary to determine the validity of a claim. We can also make a reasonable request for an autopsy, where permitted by law.

**Examination**. We have the right to have the claimant examined at Our expense as often as reasonably necessary while a claim is pending. We may also have an autopsy made unless such request is prohibited by law.

Actions of Law. No legal action may be brought to recover under this Policy until sixty (60) days after due proof of loss has been given. No such action may be brought after two (2) years from the time written proof of loss is required to be given. Legal actions are contingent upon having obtained reconsideration as described below.

Appeal of Claim Denial. We will notify any claimant whose claim is denied in whole or in part. The written notice will explain the reasons for denial. If the claimant does not agree with the reasons given, he may request a reconsideration of the claim.

To do so, the claimant should write to Us within sixty (60) days after the notice of denial was received. The claimant should state why he believes the claim was improperly denied. Any data, questions or comments that the claimant thinks are appropriate should be included. Unless We request additional material in a timely fashion, the claimant will be advised of Our decision within sixty (60) days after his letter is received.

Time Limitation. If the time limitations shown under: (a) notice and proof of loss; and (b) actions at law, is more or less than allowed by law in the state where the Covered Person lives at time claim is made, such limitation will be amended to comply with such state law.

Conformity with State Statutes. Any provision of this Policy which conflicts with the laws of the state where the Covered Person lives at the time claim is made is changed to conform to the minimum requirements of such laws.

Workers' Compensation. This Policy and the benefits provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

Entire Contract; Changes. The Policy, with the Policyholder's application and any individual applications, endorsements, riders, or attached papers, is the entire contract of insurance. No agent may change this Policy or waive any of its provisions. No change in this

Policy will be effective unless approved by Our president or vice president and by You. This approval must be endorsed on or attached to the Policy. Any statements in any application will, in the absence of fraud, be deemed representations and not warranties. No statement will be used to reduce or deny benefits unless it is in a signed written application.

**Incontestability.** The coverage of any Covered Person will not be contested, except for nonpayment of premium, after it has been in force for two (2) years during the person's lifetime. No statement by a Covered Person concerning his insurability will be used by Us to deny liability unless: (a) it is stated on a written application signed by a Covered Person; and (b) a copy of such application is given to the Covered Employee or his beneficiary.

Misstatement of Age or Sex. If a Covered Person's age or sex has been misstated, We will pay the amount of insurance the premium would have purchased at the true age or sex. If We would not have issued the insurance coverage at the Covered Person's true age or sex, We are liable only to a refund of all premiums paid.

## **PREMIUMS**

We have established the premiums for the Group Master Policy under which coverage is provided under this Certificate. Those premiums are shown in a notice given to You with or prior to delivery of this Certificate.

Send your premiums to Us at our Administrative Office. We may, upon notice to You, set new premium rates to become effective on an anniversary date of the Group Master Policy. We will give You at least sixty (60) days advanced notice of such premium increase. If We do change the premiums, We will do so only:

- 1. if We change the premiums for all policies of this class in your entire state;
- 2. if such change is in accordance with the laws and regulations of your state; and
- 3. if We give you 30 days notice before such change becomes effective.

We may set new premium rates to become effective on the date the terms of the Group Master Policy are changed. Any such change in Policy terms will be made in accordance with the General Provisions regarding "Entire Contract; Changes".

## Payment of Premiums

The premium is payable by You. The premium should be sent to:

The Administrative Office of 5Star Life Insurance Company.

If any premium is not paid before the Grace Period ends, coverage under this certificate will terminate as of the last day of the month for which premiums were paid.

#### **Annually Renewable**

This certificate is annually renewable until the full Primary Insured Maximum Benefit Amount has been paid. To continue this certificate, the Covered Employee must make sure the premiums are paid when they are due.

## Grace Period

A grace period of thirty-one (31) days will be allowed for the payment of premium after a premium due date other than the first. No interest will be charged. During this period the Certificate will continue in force. But, if You provide Us written notice to terminate the Certificate on an earlier date, then this Certificate will end on such earlier date.

## **PORTABILITY**

If Your insurance ends because Your employment ends, then You may continue insurance under the Policy without giving information about Your health, subject to the following conditions:

- (a) You must make written request to continue the critical illness insurance benefits then in effect;
- (b) You must submit Your written request and Your first premium to Us within 31 days after Your insurance ends; and
- (c) You cannot increase the amount of insurance while coverage is being continued under the Policy.

In the event the Employer withdraws participation under the Policy and within 31 days obtains a similar group plan for its Employees with another carrier, existing certificate holders will NOT be eligible to elect portability under this provision.

When Portability Ends. Your insurance will end under the Portability provision at midnight at the main office of the Policyholder on the earliest of:

- (a) the day You become 70 years of age; or
- (b) the day any premium contribution for Your insurance is due and unpaid.
- (c) the day the Group Policy terminates.

## **ISTATEMENT OF ERISA RIGHTS**

Employee Retirement Income Security Act of 1974 (ERISA): If this Certificate is part of an "employee welfare benefit plan" and "welfare plan" as those terms are defined in ERISA, all Covered Persons shall be entitled to:

- (a) Examine, without charge, at the Employer's office all plan documents, including insurance contracts, any collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- (b) Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the plan's annual financial report. You are required by law to furnish each participant with a copy of this summary annual report.]